its negotiability. The reason of this rule is that the note contains a time certain for payment and any earlier date of maturity will depend on the act of the maker himself. *Mackingtosh* v. *Gibbs,* 81 N. J. L. 577; *Martin* v. *Jesse French Piano Co.,* 151 Ala. 281; *Roberts* v. *Snow,* 27 Neb. 425, 43 N. W. 241; *Clark* v. *Skeen,* 61 Kan. 525; *Cox* v. *Cayan,* 117 Mich. 599; *Hunter* v. *Clark,* 184 Ill. 158. The Negotiable Instruments Act has settled the question by providing that the sum payable is a sum certain although it is to be paid "By stated instalments, with a provision that upon default in payment of any instalment or of interest the whole shall become due". BUNKER, NEG. INSTR. § 4. The statute has changed the rule in Wisconsin, see *Thorpe* v. *Mindeman,* 101 N. W. 417; where the doctrine announced in the principal case obtained prior to the statute, see also *Kimball County* v. *Mellon,* 80 Wis. 133.

COLLEGES AND UNIVERSITIES—POWER TO REGULATE CONDUCT OF STUDENTS.—Plaintiff purchased a restaurant near the defendant college in the summer of 1911. During the summer the college faculty passed a rule that "eating houses . . . not controlled by the college must not be entered by the students on pain of immediate dismission". The rule was announced to the students at the opening exercises of the college, and several students were expelled for breach of the rule. Plaintiff applied for an injunction restraining the enforcement of the rule, alleging that his business, which depended almost wholly on student patronage, was completely destroyed. *Held,* That it was within the power of the college in guarding the health, morals, and general welfare of the students to pass and enforce the rule. *Gott* v. *Berea College,* (Ky. 1913), 161 S.W. 204.

The principal case cites *People* v. *Wheaton College,* 40 Ill. 186, with approval in which a similar private incorporated institution expelled a student for breach of a rule forbidding students to join any secret society. In the *Wheaton* case the action was brought by the father to have his son reinstated. Such a private educational institution has power to make and enforce reasonable rules to secure discipline, health, and welfare among the students. The state will not exercise visitatorial powers over such a private institution, *Koblitz* v. *Western Reserve University,* 21 Ohio Cir. Ct. R. 144. An institution controlled and supported by the state may pass reasonable rules and regulations for the control of students so long as it does not refuse to perform any of the duties imposed upon it by law, or refuse admittance to any person entitled to entrance, *Gleason* v. *University of Minnesota,* 104 Minn. 359, 116 N. W. 650, but its regulations are subjected to a closer scrutiny than are the rules of a private institution, *State ex rel Stallard* v. *White et al.,* 82 Ind. 278. In most of the cases reported the action is brought by a student or on his behalf. In *Jones et ux* v. *Cody,* 132 Mich. 13, 92 N. W. 495, an action for damages was brought against the principal of a public school by the keeper of a confectionery store, for compelling children to go directly home from school. It was alleged that the plaintiff's business was injured. It was held that the rule was reasonable and within the power of the school board in discharge of their duty to see

to the welfare of the pupils, and defendant was merely the instrument of its enforcement and not liable. The principal case is one of the most extreme to which this doctrine has been applied, but it seems to fall squarely within the rule of the cases and the injury to the plaintiff was damnum absque injuria.

COMMERCE,—INSURANCE,—STATE TAXATION.. Under a Montana statute every insurance company transacting business in the state was taxed upon the excess of premiums received over losses and ordinary expenses within the state. The tax under this statute was contested by a foreign life insurance company. *Held,* insurance is not commerce, interstate or intrastate, and may be taxed by the states although all the contracts are made at the home office, and great and frequent use is made of the mails in the transaction of the business. *New York Life Insurance Company* v. *Deer Lodge County,* 34 Sup. Ct. 167.

The decision in the principal case states no new doctrine, but confirms in the most positive way a line of decisions which has been the object of constant attack. The original case, *Paul* v. *Virginia,* 8 Wall. 168, 19 L. Ed. 357, involved the business of fire insurance. It was held that a policy of insurance was not an article of commerce but a mere personal contract incidental to business between the states and that a tax on an agent representing an insurance company domiciled in another state was not a burden on interstate commerce. The same is true of bills of exchange, *Nathan* v. *Louisiana,* 8 How. 73, 12 L. Ed. 992. See also *Fire Insurance Association of Phila.* v. *New York,* 119 U. S. 110, 30 L. Ed. 342. The rule was applied to marine insurance in *Hooper* v. *California,* 155 U. S. 648, 39 L. Ed. 297, 15 Sup. Ct. 207. In this case the court refused to make any distinction between the various kinds of insurance. Nevertheless the application of the doctrine to mutual life insurance was resisted, and in *New York Life Insurance Co.* v. *Cravens,* 178 U. S. 389, 44 L. Ed. 1116, 20 Sup Ct. 962, it was definitely applied to that branch of the business. The principal case reviews all of the previous decisions of the court and puts its decision squarely on the rule of "state decisis". The question must be considered as settled for the present at least.

COMMERCE UPON THE HIGH SEAS—IS IT FOREIGN COMMERCE PER SE?—The plaintiff, a steamship company, questioned the right of the state to regulate its rates, because of the fact that a part of its route was upon the high seas. The termini were in the state, and there were no stops made except those within the state. *Held,* that such commerce was not embraced by the commerce clause of the federal constitution, and was subject to direct regulation of the state. *Wilmington Trans. Co.* v. *Rd. Comm.,* (Cal. 1913), 137 Pac. 1153.

The decision is in direct conflict with *Lord* v. *S. S. Co.,* 102 U. S. 541 and *Pac. Coast S. S. Co.* v. *Rd. Comm.,* 18 Fed. 10. In departing from the rule of these cases, the court in the instant case relies on dictum in *Lehigh Valley Rd.* v. *Pa.,* 145 U. S .192, 12 Sup. Ct. 806, 36 L. Ed. 672. But, as is pointed out in *Hanley* v. *Kas. Cy. Ry. Co.,* 187 U. S. 617, 23 Sup. Ct. 214,